

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-075

**A RESOLUTION APPROVING THE INMATE DETENTION
AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND EAST
POINT POLICE DEPARTMENT**

WHEREAS, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City Charter Section 5.10 establishes the municipal court for the City; and

WHEREAS, under Section 5.13(c) of the City Charter, the municipal court may fix punishment for offenses within its jurisdiction, including imprisonment, provided that such imprisonment does not exceed the statutory limits as now exist or hereafter provided by law; and

WHEREAS, jail facilities are required for the municipal court to carry out its authority to imprison individuals for offenses within its jurisdiction; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Inmate Detention Agreement between the City of South Fulton and East Point Police Department to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into an Inmate Detention Agreement between the City of South Fulton and East Point Police Department, as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."

3. The Interim City Attorney and the municipal judge shall review and approve the Inmate Detention Agreement between the City of South Fulton and East Point Police Department before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.
5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Inmate Detention Agreement, the effective date of this Resolution shall be November 28, 2017.

####

The foregoing Resolution No. **Res2017-075**, was adopted on **November 28, 2017**, was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **khalid**, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	<hr/>	<hr/>
Catherine Foster Rowell, Mayor Pro Tem	<hr/> √	<hr/>
Carmalitha Lizandra Gumbs	<hr/> √	<hr/>
Helen Zenobia Willis	<hr/> √	<hr/>
Gertrude Naeema Gilyard	<hr/> Absent	<hr/>
Rosie Jackson	<hr/> √	<hr/>
khalid kamau	<hr/> √	<hr/>
Mark Baker	<hr/> √	<hr/>

THIS RESOLUTION adopted this **28th** day of **November 2017**. **CITY OF SOUTH FULTON, GEORGIA**



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF FULTON
EAST POINT POLICE DEPARTMENT**

INMATE DETENTION AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 201__ by and between the CITY OF EAST POINT (hereinafter "EAST POINT"), a Municipal Corporation of the State of Georgia, County of Fulton and City of South Fulton, a Municipal Corporation of the State of Georgia, County of Fulton (hereinafter "SOUTH FULTON"), acting by and through their respective officials authorized to enter into said AGREEMENT.

WITNESSETH:

WHEREAS, the Constitution provides that contracts between the EAST POINT and SOUTH FULTON for joint services, for the provision of services or for the joint or separate use of facilities or equipment for any period not exceed 50 years, provided the contract for the services or facilities is such that contracting parties are authorized by law to undertake or provide;

WHEREAS, SOUTH FULTON has a need for additional bed space to provide housing for inmates in its custody;

WHEREAS, EAST POINT is willing to provide such bed space to SOUTH FULTON at the EAST POINT MUNICIPAL JAIL (hereinafter "JAIL") located at 2727 East Point Street, East Point, Georgia;

WHEREAS, the Parties desire to enter into an agreement for the provision of inmate detention services for the purpose of housing and maintaining SOUTH FULTON inmates;

NOW THEREFORE, in consideration of the mutual promises, covenant, and obligations herein set forth, the Parties mutually agree as follows:

1.

DETENTION OF INMATES

A. EAST POINT agrees to provide detention of Inmates, as the term is hereinafter defined, up to the weekly maximum number of Inmates provided for in subsection B, at the JAIL according to the terms set forth herein. EAST POINT will provide room, board and other necessities to all Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. For the purpose of this Agreement, the term "Inmates" shall mean SOUTH FULTON inmates serving time, SOUTH FULTON pre-trial detainees, and persons hereinafter required by the MUNICIPAL COURT OF THE CITY OF SOUTH FULTON to serve any sentence of incarceration. The weekly maximum number of SOUTH FULTON Inmates shall be 12.

2.

TERM

The term of this AGREEMENT shall be in effect upon the signature of all parties and shall remain in effect unless terminated by EAST POINT or by SOUTH FULTON, in accordance with Section 16 of this Agreement.

3.

PER DIEM

A. SOUTH FULTON shall pay Sixty-Five Dollars (\$65.00) per day to EAST POINT for every inmate detained in the JAIL who is the financial responsibility of SOUTH FULTON, for the cost of providing housing and other inmate services, including pre-detention identification services.

B. EAST POINT shall invoice SOUTH FULTON monthly for each inmate, specifying the name, date of birth and dates of confinement for each inmate, based upon the Inmate records of the Jail. SOUTH FULTON shall remint payment for services and costs within THIRTY (30) days of the date of receipt of said invoice. Payments shall be sent to

the City of East Point, 2777 East Point Street, East Point, Georgia 30344. Payments shall be sent timely to ensure payment within the prescribed time period.

C. Computation of Length of Stay. A prisoner per day shall be a twenty-four hour period.

D. Review of Per Diem Amount. After each yearly anniversary of this AGREEMENT, the per diem rate may be increased by EAST POINT. If such a rate increase is to be imposed, EAST POINT shall provide to SOUTH FULTON THIRTY (30) days advance notice thereof.

E. New State or Federal Regulations. In the event of any additional expense per Inmate, incurred by EAST POINT at the JAIL as a result of changes in State or Federal Law or regulations, the rate shall be increased by the amount of such increased costs as to Inmates. If such a reimbursement is to be requested, EAST POINT shall provide to SOUTH FULTON, THIRTY (30) days advanced notice thereof, and an explanation of the additional expense and supporting documentation.

4.

IDENTIFICATION AND BONDING

Until further notice, EAST POINT shall be responsible for all pre-detention identification of its inmates, including fingerprinting and photograph identification. For each Inmate, SOUTH FULTON shall provide to EAST POINT the case number contained on its incident report, and any other information at SOUTH FULTON's disposal, which is requested by EAST POINT. Inmates who use a bonding company approved by the Sheriff's Office at Fulton County, Georgia and the EAST POINT Chief of Police for bonds may be bonded out of the JAIL. However, EAST POINT will not accept any other bonds, concerning Inmates.

5.

UNIFORMS/PERSONAL PROPERTY

EAST POINT shall provide Inmates with uniforms, footwear, and personal hygiene items including, but not limited to, soap, toothpaste, toothbrushes and deodorant. EAST POINT will not accept personal property not taken directly from

an Inmate's person, such as suitcases, braincases, and bags. However, EAST POINT will accept personal property taken directly from the Inmate's person, such as rings, keys and watches, such property shall be turned over to JAIL in a sealed property bag inventoried by SOUTH FULTON. For the purposes of this Paragraph, items are deemed to be located on an Inmate's person if they are located directly on the body of the Inmate or on or in the clothes worn by an Inmate.

6.

RULES AND REGULATIONS

Inmates shall be required to abide by all Rules and Regulations of the JAIL including but not limited to visitation rules. All phones are collect type for outgoing calls. The JAIL is a non-smoking facility without television or radio privileges available for inmates. No commissary exists, and Inmates shall only receive three (3) meals per day. Visitation is on Saturday and Sundays from 9:00 A.M. to 11:00 A.M. and 1:00 P.M. to 3:00 P.M. Visitation is only allowed after inmates have been in the facility for four (4) days. The telephone number for the JAIL Information Office is 404-765-1096. EAST POINT shall provide to SOUTH FULTON a complete list of the Rules and Regulations of the JAIL upon receipt of a written request by SOUTH FULTON.

Any disciplinary actions against inmates shall be handled in accordance to the EAST POINT S.O.P. Policy A-200 for the JAIL (a copy of which shall be provided to SOUTH FULTON upon receipt of a written demand by SOUTH FULTON). SOUTH FULTON shall retrieve any Inmates reasonably deemed undesirable by EAST POINT for detention in the JAIL within a reasonable time after receipt from EAST POINT of notice requesting the retrieval of such Inmate(s).

THE SOUTH FULTON POLICE DEPARTMENT shall retrieve any inmates deemed undesirable for detention in the JAIL.

7.

APPLICABLE LAWS

EAST POINT shall enforce all applicable current and future County, State, and Federal Laws regarding the operation and maintenance of the JAIL.

8.

TRANSPORTATION OF INMATES

A. Except as otherwise provided in Paragraphs 9 and 10, SOUTH FULTON shall be responsible for the transportation of all Inmates to and from the JAIL, including but not limited to the transportation of Inmates to and from any court appearance or any medical facility.

B. EAST POINT shall have Inmates whose immediate presence in any court is required ready for pick-up by SOUTH FULTON from the JAIL no later than:

- 1) 8:30 AM each Tuesday unless on a holiday of EAST POINT;
- 2) 1:00 PM each Wednesday unless on a holiday of EAST POINT;
- 3) 8:30 AM each Thursday unless on a holiday of EAST POINT;
- 4) On such other dates and times as requested by SOUTH FULTON unless on a holiday of EAST POINT.

SOUTH FULTON shall furnish notice of the names of Inmates whose presence is required in court, as well as date and time of pick-up if requested under subparagraph (B)(4) above, to EAST POINT by telephone or fax no later than one (1) hour before designated pick-up time.

9.

EMERGENCY

A. EAST POINT shall have the authority to act on behalf of SOUTH FULTON regarding the detention and care of Inmates in any Emergency as hereinafter defined (except for medical emergencies to the extent that they are addressed in Paragraph 10), and EAST POINT shall be responsible for the transportation of Inmates in case of any Emergency. However, in the event EAST POINT shall incur expenses as a result of transporting Inmates during any Emergency involving Inmates, SOUTH FULTON will reimburse EAST POINT for any and all such expenses reasonably incurred by EAST POINT, as more specifically described in subparagraph (B).

B. Reimbursement: In the event that EAST POINT employees provide transportation services for an Inmate or Inmates pursuant to the terms of this paragraph, SOUTH FULTON shall reimburse EAST POINT at a rate of (\$0.40) cents per mile plus the hourly cost of \$20.00 per hour for the officer providing transportation. SOUTH FULTON shall make such reimbursement upon written demand by EAST POINT of payment of such costs incurred within thirty (30) days, which demand shall be made only once in any given calendar month.

C. Emergency defined: For the purpose of this Agreement, an Emergency shall be defined as a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate remedial action.

10.

MEDICAL CARE

A. EAST POINT will generally provide medical care to Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. In the event an Inmate complains of or exhibits symptoms of an adverse medical condition, EAST POINT shall, as soon as reasonably possible, provide the Inmate with an examination by medical para-professionals and provide treatment per their instructions.

C. In the event the medical para-professional determine that immediate emergency medical treatment is necessary for an Inmate, EAST POINT shall ensure that the Inmate is immediately transported by ambulance to Grady Memorial Hospital, or where the circumstances so require, to another hospital providing adequate emergency medical care services.

D. In the event the medical para-professionals determine that emergency medical treatment is not necessary, but that the Inmate should be taken to a hospital as soon as possible, EAST POINT shall notify SOUTH FULTON by telephone and fax of such situation, and SOUTH FULTON shall transport the Inmate to a hospital, provided that SOUTH FULTON may request EAST POINT to transport the Inmate to the

hospital. SOUTH FULTON agrees to pay travel expenses as provided for in Paragraph 9(B) in the event that EAST POINT provides such Inmate transportation.

E. In the event an Inmate must remain at the hospital to complete medical treatment, an officer of SOUTH FULTON will remain with the Inmate and transport back to the JAIL upon discharge.

11.

MEDICAL EXPENSES

Any expense incurred by EAST POINT in the rendering of medical care to Inmates shall be reimbursed by SOUTH FULTON to EAST POINT upon written demand by EAST POINT of payment of such costs incurred within the prior THIRTY (30) days, which demand shall be made only once in any given calendar month.

12.

ACCESS

SOUTH FULTON personnel shall have the right of access to the JAIL for inspection, subject to reasonable prior written or verbal notice to EAST POINT and reasonable regulations of EAST POINT.

13.

LIABILITY

Every employee acting pursuant to this Agreement shall be deemed to be the agent and employee of his/her employer, and under no circumstances shall any employee be deemed to be a regular employee or agent of any entity other than his/her regular employer.

Each of the parties agrees to release and hold harmless the other party for the negligent acts or omissions of its own employees.

Each party shall indemnify and hold harmless the other party, its director, officers or employees from and against any loss or liability for death, injury or damage.

14.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

15.

NO PROPERTY INTEREST CREATED

This Agreement shall not create any property interest by SOUTH FULTON in the JAIL, and no estate shall vest in SOUTH FULTON.

16.

TERMINATION OR DEFAULT

If either party shall violate any material provisions of this Agreement, the non-defaulting party may, by giving the violating party notice of the violation and a reasonable opportunity to cure the default, but in no event less than TEN (10) days, elect to enforce the terms of this section. If the default is not cured within THIRTY (30) days and the defaulting party has not commenced a reasonable effort to cure the default, then the non-defaulting party may terminate the Agreement. Notice of termination for a violation of a material provision of the agreement shall be in writing and no less than THIRTY (30) days prior to the termination date. Either party may terminate this agreement without cause upon thirty (30) days written notice. Notwithstanding other provisions of the agreement, either party shall have the option to bring suit for specific performance, injunction or damages at any time for failure of the other party to comply with any terms, conditions or provisions of this agreement. Neither party will be excused from complying with any terms, conditions or provisions of this agreement because of the failure of the other party upon any one (1) or more occasions to insist upon or seek compliance with any such terms or conditions.

17.

FINAL POLICY MAKING AUTHORITY

No provision of this contract shall be interpreted as delegating final policy making authority to JAIL.

18.

MISCELLANEOUS

A. It is mutually understood and agreed between the parties hereto that the terms, covenants, and conditions of this Agreement are subject to all applicable County, State, and Federal Laws, rules and regulations, as well as subject to any regulatory agencies having jurisdiction over the subject matter contained herein.

B. This Agreement constitutes the full, complete, and entire agreement between the parties.

C. Any alteration or amendment to this Agreement, by either party shall be in writing, signed by both parties' authorized representatives, and incorporated by referenced into this Agreement.

D. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall continue as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. It is acknowledged in this Agreement that the JAIL is a division of the EAST POINT POLICE DEPARTMENT and as such the JAIL is administered through the EAST POINT POLICE DEPARTMENT, which is a division of EAST POINT.

F. This Agreement is not assignable without the prior written consent of both parties.

G. Unless otherwise specified herein, notice shall be given by the United States Mail, statutory overnight delivery as defined in the Official

Code of Georgia Annotated, or hand delivery. EAST POINT and SOUTH FULTON may agree to alter, amend, or extend the applicable terms of notice upon written consent of both parties. Failure of either party to this Agreement to affirmatively or negatively deny or approve appropriate notice shall be deemed acceptance of such. Notice by United States Mail shall be deemed received within the applicable notice period upon the deposit of such written notice in the United States Mail prior to the expiration of the applicable notice period. All other notice shall be deemed received upon actual receipt.

CITY OF EAST POINT

By: _____
Mayor

Date Approved


Attest:

By: _____
City Clerk

Woodrow W. Blue, Jr., Chief of Police
East Point Police Department
2727 East Point Street
East Point, Georgia 30344

Authorized Representative

CITY OF SOUTH FULTON

By: 
Mayor, William "Bill" Edwards

November 28, 2017
Date Approved

Attest:

By: 
Mark Massey, City Clerk

